

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

**MARIA GARCIA-REYES, et als.,  
Plaintiff**

**v.**

**CIVIL NO. 04-1176(DRD)**

**UNITED STATES OF AMERICA,  
Defendant**

**PARTIAL JUDGMENT BY STIPULATION**

Pending before the Court is the *Stipulation for Compromise Settlement* (Docket No. 53) filed by plaintiffs Maria Garcia-Reyes and co-defendant the United States of America moving the Court to approve the instant settlement agreement and to issue partial judgment by stipulation.<sup>1</sup>

The Court has examined the settlement agreement entered into by all the appearing parties thereat and deems that the instant settlement is satisfactory. The appearing parties have agreed that the settlement amount to be paid, plaintiff accepts said amount in full settlement and satisfaction of any and all claims and causes of action of whatsoever kind and nature filed or not filed in any administrative, judicial or legislative forum arising from the facts that gave rise to the instant complaint. Consequently, in exchange for the settlement amount and for plaintiffs' dismissal with prejudice of the instant claim, plaintiffs have provided on behalf of the United States general waiver, release and hold harmless clauses. Further, the parties have agreed that in addition to the dismissal of plaintiffs' claims, each party shall bear its own costs, expenses, interests, and attorney fees.

It is known that the Court will usually refrain from issuing a partial judgment because the First Circuit strongly disfavors partial judgments as they foster piecemeal appeals. See Nichols v. Cadle Co., 101 F.3d 1448, 1449 (1<sup>st</sup> Cir. 1996) ("piecemeal appellate review invites mischief. Because the practice poses a host of potential problems we have warned, time and again, that Rule 54(b) should be used sparingly."); Zayas-Green v. Casaine, 906 F.2d 18, 21 (1<sup>st</sup> Cir. 1990) ("This final judgment rule . . . furthers 'the strong congressional policy against piecemeal review.'" Id. (quoting In re Continental Investment Corp., 637 F.2d 1, 3 (1<sup>st</sup> Cir. 1980)); Comite Pro Rescate De La Salud v. Puerto Rico Aqueduct and Sewer Authority, 888 F.2d 180, 183 (1<sup>st</sup> Cir. 1989); Consolidated Rail Corp v. Fore River Ry. Co., 861 F.2d 322, 325 (1<sup>st</sup> Cir. 1988); Spiegel v. Trustees of Tufts Coll., 843 F.2d 38, 43 (1<sup>st</sup> Cir. 1988); Santa Maria v. Owens-Ill., Inc., 808 F.2d 848, 854 (1<sup>st</sup> Cir. 1986)); see also United States v. Nixon, 418 U.S. 683, 690 (1974). However, because plaintiffs have appeared informing of the settlement agreement and agreed to the dismissal in favor

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<sup>1</sup> The Court notes that the instant Stipulation for Compromised Settlement lacks plaintiffs' counsel signature and the day the stipulation was signed by both counsel. Notwithstanding, counsel for plaintiffs have filed a *Motion in Agreement With Stipulation for Compromised Settlement Filed by Defendants the United States* (Docket No. 54) moving the Court to take notice of plaintiffs's agreement with the stipulation for compromised settlement filed by the United States at Docket Entry No. 53. Therefore, the Court **NOTES** plaintiffs' request at Docket No. 54.

of the United States of America, the Court deems that there is no reason for delaying the adjudication of the instant claims and entering Partial Judgment particularly also because there is minimal probability of appeal. Finally, all stipulations as entered into by the parties are incorporated and make part hereof.

Therefore, the Court hereby **APPROVES** the *Stipulation for Compromise Settlement* (Docket No. 53) and **DISMISSES** plaintiff's claims against co-defendant the United States of America **WITH PREJUDICE**.

**Partial Judgment pursuant to the Settlement is hereby ENTERED because prior Partial Judgment had been entered as to the other defendants also by stipulation (Docket No. 51). THIS CASE IS CLOSED FOR ALL STATISTICAL PURPOSES.**

**IT IS SO ORDERED, ADJUDGED AND DECREED.**

In San Juan, Puerto Rico this 26<sup>th</sup> day of September 2005.

**S/DANIEL R. DOMINGUEZ  
DANIEL R. DOMINGUEZ  
U.S. DISTRICT JUDGE**